

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
3:09cv65**

FRANKLIN LEDFORD,)	
)	
Plaintiff,)	
)	
Vs.)	DEFAULT
)	JUDGMENT
)	
D. R. HORTON, INC.; and)	
CAROLINA FRAMERS, INC.,)	
)	
Defendants.)	
_____)	

THIS MATTER having come before the court on defendant D. R. Horton, Inc.'s Amended Application for Default Judgment Against Carolina Framers, Inc., the Memorandum in Support, and the affidavits attached thereto, and

IT APPEARING from a review of such materials that the applicant, D. R. Horton, Inc., is contractually entitled to recover its costs and attorneys fees on its defaulted crossclaims against Carolina Framers, Inc., that Carolina Framers, Inc., has defaulted on such crossclaims, and that the applicant has adequately documented its contractual demand with an affidavit showing the fees and costs incurred, and that such costs and fees are reasonable and consistent with prevailing rates for similar professional services, and

IT FURTHER APPEARING that the applicant has satisfied the concerns of

this court as outlined in its Order (#34) of November 25, 2009, and that default was properly entered by the Clerk of this court,

JUDGMENT

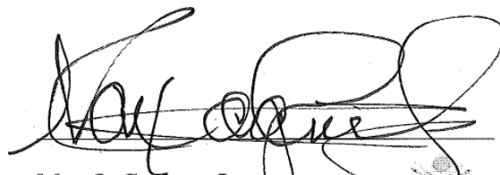
IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that **JUDGMENT** be and hereby is **ENTERED** in favor of defendant **D.R. HORTON, INC.**, and against defendant **CAROLINA FRAMERS, INC.**, as follows:

CAROLINA FRAMERS, INC., shall pay to **D.R. HORTON** the amount of \$26,444.64 plus interest thereupon accruing at the federal judgment rate from date of judgment until satisfied,

and

IT IS FURTHER ORDERED that this action be and is otherwise **DISMISSED** inasmuch as plaintiff has filed a voluntary dismissal of its action (#25) and a stipulation of dismissal has been filed as to the claims between plaintiff and defendant D.R. Horton, Inc. (#26), and no other claims now exist for adjudication.

Signed: March 23, 2011



Max O. Cogburn Jr.
United States District Judge